

JUDGE RAKOFF

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

14 CV 7175

ANL SINGAPORE PTE. LTD.

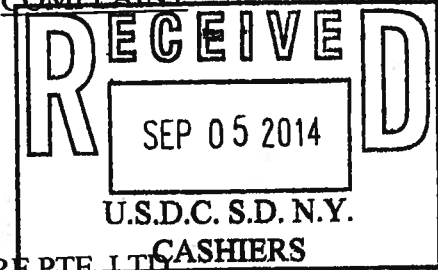
Plaintiff,

-against-

JC HORIZON TRADING, LTD.  
Defendant.

14 Civ. \_\_\_\_\_

COMPLAINT



PLEASE TAKE NOTICE that Plaintiff ANL SINGAPORE PTE. LTD.

("ANL") by their attorneys, MAHONEY & KEANE, LLP, as and for a Complaint against Defendant, JC HORIZON TRADING, INC. ("HORIZON"), allege, upon information and belief, as follows:

1. This is a case of admiralty and maritime jurisdiction within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is based upon 28 U.S.C. § 1333, as well as the Court's diversity, pendent, supplementary, and ancillary jurisdiction.
2. Plaintiff ANL is a legal entity duly organized and existing pursuant to the laws of a foreign country, with offices and a place of business located at 60 Alexandra Terrace, #10-17/20 Lobby D The Comtech, Singapore, 118502
3. Defendant, HORIZON, is a business entity organized and existing pursuant to the laws of the United States with offices and a place of business located at 411 E. Huntington Dr. No. 311, Arcadia, CA. 91006.
4. The United States District Court for the District of New York is the proper venue for this action, as Plaintiff, as the concerned contract between the parties provides for venue in the

U.S. Federal Court for the Southern District of New York in the event of litigation between themselves.

5. Plaintiff sues on its own behalf and as agents and trustees on behalf of any other party who may now have or hereinafter acquire an interest in this action.

AS AND FOR A FIRST CAUSE OF ACTION AGAINST HORIZON

6. Plaintiff repeats and reiterates each and every allegation contained in paragraphs "1" through "5" as if specifically set forth herein at length.

7. On or about February 21, 2013 and at all times relevant herein, Plaintiff ANL, as "Carrier," and Defendant, HORIZON, as "Merchant," directly or through their agents and representatives entered into a Service Contract numbered 11-0088 for the carriage, storage, handling, care and/or maintenance of HORIZON's cargoes in consideration of payments by HORIZON to Plaintiff ANL for said services.

8. Plaintiff ANL duly performed all duties and obligations required to be performed by Plaintiff in connection with Defendant HORIZON's goods.

9. Defendant wrongfully, willfully, negligently and/or fraudulently breached the terms of the subject Service Contract, bills of lading, Waybills, tariffs, and/or other related agreements by, inter alia, failing to pay per diem charges for freight, demurrage, detention, fines, costs of disposal and/or other related costs associated with the carriage and care of Defendant HORIZON's cargo. The costs for same were duly invoiced by ANL or its agents to HORIZON more than 60 days before the date of this Complaint.

10. As a result of Defendant HORIZON's breach of agreements, Plaintiff ANL has incurred, and will continue to incur, costs and expenses for which Defendant HORIZON is liable under the terms of the contracts at issue and at law.

11. Plaintiff ANL has placed Defendant HORIZON on notice of their claim that Defendant HORIZON has breached the subject agreements and violated Plaintiff ANL's rights under the law.

12. Despite Plaintiff ANL's repeated demands, Defendant HORIZON has failed to pay the Plaintiff ANL's damages due and owing under the subject agreements and at law.

13. By reason of the foregoing, Plaintiff ANL has sustained damages in the amount of \$196,815.00, together with interest, costs, fees, and expenses.

AS AND FOR A SECOND CAUSE OF ACTION AGAINST HORIZON

14. Plaintiff ANL repeats and reiterates each and every allegation contained in paragraphs "1" through "13" as if specifically set forth herein at length.

15. Defendant HORIZON has an account stated with the Plaintiffs.

16. By reason of the foregoing, Plaintiff has sustained damages in the amount of \$196,815.00, together with interest, costs, fees, and expenses.

AS AND FOR A THIRD CAUSE OF ACTION AGAINST HORIZON

17. Plaintiffs repeat and reiterates each and every allegation contained in paragraphs "1" through "16" as if specifically set forth herein at length.

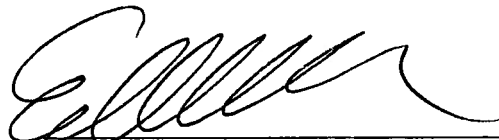
18. Plaintiff ANL is owed from Defendant HORIZON the quantum meruit value of Plaintiff's services provided to the Defendant, which value is reasonably fixed at the invoiced amount of same, specifically \$231,242.94.

WHEREFORE, Plaintiff prays:

- (A). That judgment be entered in favor of Plaintiff ANL for an amount exceeding \$231,242.94, plus interest, fees, including attorneys' fees, costs, and disbursements;
- (B). That Court process be issued against the Defendant HORIZON; and
- (C). That Plaintiff ANL be granted such other and further relief as the Court may deem just and proper.

Dated: New York, New York  
September 5, 2014

MAHONEY & KEANE, LLP  
Attorneys for Plaintiff  
ANL SINGAPORE PTE. LTD.

By: \_\_\_\_\_

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